

## MUTUAL CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

THIS CONFIDENTIALITY AGREEMENT dated \_\_\_\_\_, (the "Agreement"), by and between Resolution Capital Management LLC and/or Global Village Properties LLC (the "Consultant"), LLC and \_\_\_\_\_ (the "Buyer"),

### WITNESSETH

WHEREAS, the Buyer is interested in reviewing certain information regarding certain financial or real property assets, in connection with the Buyer's potential purchase thereof; and WHEREAS, Consultant agrees to facilitate Buyer's introductions to mandated and principal Sellers, their contracted representatives, banking institutions and their representatives to source for purchase bona fide off market bulk packages of non-performing notes, real property asset packages and other private investment opportunities for potential purchase by Buyer; and WHEREAS, Buyer and Consultant agree to engage in highly confidential discussions regarding these business transactions.

NOW THEREFORE, in consideration of being granted the right to review and inspect the Confidential Information, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon the promises and mutual covenants contained herein, the parties agree as follows:

**1. Confidential Information:** All documents received along with all contact information to Seller's representatives and intermediaries is to be considered highly confidential and at no time to be shared with anyone other than on the terms defined below. Confidential information has been or will be exchanged hereunder. Discussions are occurring or have occurred with respect to the purposes set forth herein. All shall be treated as "Confidential Information" hereunder. A party disclosing Confidential Information hereunder shall be referred to as the "Disclosing Party" and a party receiving Confidential Information shall be referred to as the "Receiving Party."

**2. Seller Mandate:** Due to the off market and highly confidential nature of these transactions, and the at the mandate of the Seller, if there is any breach of this confidentiality Agreement or attempts made to circumvent established protocols, the Seller may, at their discretion, immediately remove the Buyer and all associated representatives from its registration list and they will no longer be eligible to participate in this program.

**3. Confidential:** "Information," as the term is used herein, includes inter alia, all documents, NDNC's, Service Agreements, Fee Agreements, (hard copy and electronic and oral discussions), and the identity of contact individuals and business associates at all levels of the project. "Receiving Party," shall include that Party's employees, officers, owners, attorneys, consultants and similar professionals without the requirement of additional written agreements, so long as each such individual or entity is made aware of the confidential nature of any Information that is provided to them.

**4. Non-Circumvention:** Moreover, it is agreed that notwithstanding anything contained herein, the Receiving Party agrees not to circumvent the Disclosing Party with regards to any transaction or business opportunity that is discussed with and/or disclosed by the Disclosing Party to the Receiving Party, whether in writing or otherwise. The Receiving Party further agrees not to take for themselves for the benefit of themselves or for any other party or business opportunities that are discussed with and/or disclosed to the Receiving Party by the Disclosing Party. The Receiving Party agrees not to share or disclose any information, either orally or in e-mail or document form to any other potential Buyer.

**5. Consulting Fee:** Buyer shall pay Consultant not later than (1) business days after close of escrow or purchase a consulting fee equal to 3% of the final sales price or a minimum of \$500, whichever is higher.

The consulting fee provided herein shall be paid to consultant only if registered Buyer herein purchases properties from Seller of Record on Contract.

**6. Confirmation:** At certain intervals during the process of negotiations and escrow, when so requested by the Consultant, the Buyer shall provide (or cause a third party to provide) to the Consultant true and correct copies of documents indicating the final closing purchase price. Documents to be provided in a timely manner and no later than two business days before funding and closing of the purchase.

**7. Liability:** With the exception of the obligations expressly set forth herein, neither Party shall be liable to the other party for any representation, occurrence, event, claim or loss arising out of or in any manner related to the transaction contemplated herein.

**8. Assigns:** Each Party hereby agrees that this Agreement shall be binding upon its successors, agents, officers, employees, principals, attorneys, heirs, legatees, assigns, subsidiaries or firms in which each Party or any of its employees or principals have any interest. Each Party further agrees that it will not use assignments or transfers to or among entities or individuals to avoid payment of compensation otherwise due to the Consultant pursuant to this Agreement or otherwise.

**9. Term and Survival:** The term of this agreement shall be twenty four (24) months from the date designated below. Any compensation obligations shall survive the expiration or termination of this agreement if Buyer has submitted an offer, binding or otherwise, or has done any other act or thing in furtherance of its purchase or participation in a transaction that is the subject matter of this Agreement within the time period indicated.

**10. Governing Law and Authority:** The parties will construe this agreement in accordance with the laws of the State of Washington. Each Party warrants that it has the right, power and capacity to enter this agreement. If any action is brought to enforce any provision of this agreement, the prevailing Party therein shall be entitled to recover its reasonable attorneys' fees.

**11. Accuracy of Confidential Information:** The Disclosing Party makes no representation or warranty, including as to accuracy or completeness, regarding Confidential Information disclosed to Receiving Party unless such representations and warranties are set forth in writing in a mutually agreed upon agreement between the parties.

**12. Notices:** All notices, waivers, demands, requests or other communications required or permitted by this Agreement (collectively "Notices"), to be effective, shall be in writing, properly addressed, and shall be given: by (a) personal delivery, (b) established overnight commercial courier with delivery charges prepaid, or (c) registered or certified mail, return receipt requested, first class postage prepaid. Any such Notice shall be sent to the relevant person and address set forth below:

If to Buyer (put your info): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Consultant: Robert Malecki  
Resolution Capital Management LLC and/or Global Village  
Properties LLC  
8202 State Highway 104 Suite 102-234  
Kingston WA 98346

**13. Entire Agreement:** This Agreement constitutes the entire agreement of the parties and may not be modified except in writing, agreed and signed by both parties.

**Signatures:** A facsimile, copy or PDF email transmittal copy of this Non-Disclosure, Confidentiality, and Non-Circumvent Agreement shall constitute a legal and binding instrument. By setting forth my hand below I warrant that I have complete authority to enter into this agreement which may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

**Buyer**

Company: \_\_\_\_\_

Authorized Officer:

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

EXECUTED on \_\_\_\_\_

**Consultant**

Company: Resolution Capital Management LLC and/or Global Village Properties LLC

Authorized Officer: Robert Malecki

Title: Managing Member

Signature: \_\_\_\_\_